

IMPORTANT INFORMATION – PLEASE READ CAREFULLY

Holiday Cruises & Tours is delighted to confirm your vacation. We appreciate your business and hope that you have a wonderful experience. Please take a few moments to read the important information below, as well as the cruise line's or tour provider's brochure, ticket contract and the insurance information that has been provided to you. Holiday Cruises & Tours cannot be held responsible for issues or misunderstandings that may arise because a customer has failed to read the information provided.

- 1. Travel Documents:** You agree to review your itinerary and other travel documents for accuracy and to inform us promptly of any issues. The names on your documents must match your government-issued ID.
- 2. Agent for Suppliers:** Holiday Cruises & Tours acts as a sales agent for any airline, hotel, car-rental company, tour operator, cruise line, or other service provider named in your itinerary or confirmation ("Suppliers"). We are not responsible for the acts or omissions of the Suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. We have no special knowledge regarding the financial condition of the Suppliers and no liability for recommending a trip credit in lieu of a refund.
- 3. Risks of Travel and Release:** We assume no responsibility for and shall not be liable for the acts or omissions on the part of any other party not under our control or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illness, weather hazards, or the suitability for a disabled person of any portion of any trip. We have no special knowledge of dangers during travel or at destinations. For information related to such dangers, we recommend going to the State Department travel website at www.travel.state.gov, click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at www.cdc.gov/travel, then click on "Destinations" and scroll to the name of the destination country. It is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19. **YOU HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US, AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.**
- 4. Foreign Entry Rules:** You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. Many countries require your passport to be valid for six months or more after your date of entry. Some countries will not admit persons convicted of a crime. Some countries require both parents' consent for minors to travel.
- 5. Air Travel:** If you purchased your airfare through the cruise line's or tour operator's standard air program, your departure (home) airport is identified on your confirmation. Airline tickets issued by the cruise lines and tour operators are highly restrictive and you may find that your tickets cannot be reissued, revalidated, or exchanged for another carrier or routing. Once the cruise line or tour operator has issued the air tickets, they will not make any changes – you will need to accept whatever the cruise line or tour operator arranges. **If the flight parameters are very important to you please let us know immediately** and we will attempt to assist you either through the cruise/tour supplier's air deviation program (at extra cost) or independently, on your behalf, with the airline(s) directly. **Otherwise, you will need to accept whatever air schedule the cruise line or tour operator arranges.** Please note that changing or cancelling airfare after it is initially booked may incur additional fees.
- 6. Credit Card Merchant:** We also strongly recommend that you use a credit card for your purchase, so that you can exercise your rights under the Fair Credit Billing Act if you do not receive the services you purchased. However, if we are the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Suppliers. If the Suppliers do not provide the services, your only recourse would be against the Suppliers, and you agree not to initiate a chargeback against us.
- 7. Claims Deadline and Exclusive Jurisdiction:** You agree to present any claims against us within 30 days after your trip ends and to file suit within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. You agree that the courts in [county name, state name] will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.
- 8. Insurance:** Holiday Cruises & Tours wants your trip to be worry-free. That's why we strongly recommend that you purchase the optional travel insurance as described in the provided literature. This special insurance for cruise and tour vacationers includes coverage for trip cancellation or interruption due to covered unforeseen circumstances, baggage loss or damage, and medical coverage for accidents or illness incurred while on vacation. While you are outside of the United States, **your existing medical insurance policy may not provide protection for you.** Certain benefits are available only if insurance is purchased within 14 days of the initial travel deposit. If payment is not made to purchase travel insurance, the traveler assumes all responsibility for the risks inherent to traveling. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to Covid-19 or any other claim under the policy.
- 9. Changes & Cancellations:** All changes and cancellations must be in writing and are subject to a Holiday Cruises & Tours' administrative fees in addition to those fees imposed by the cruise lines or tour providers themselves. Additional cancellation charges may apply to some specially priced and packaged group cruises. Refunds will be made to our customers only after the monies have been received from these sources by us.
- 10. Communications:** All correspondence from Holiday Cruises & Tours will be communicated to the first passenger listed on the confirmation. Generally, this is the person who arranged for the vacation with the Holiday Cruises & Tours Advisor. It is incumbent upon this person to communicate all information received to the other members of his or her party. This information may include, but is not necessarily limited to: the information contained herein; payment terms and schedules; insurance information; cancellation policies and penalties; and any additional information that is necessary to ensure a safe and enjoyable vacation. It is the lead passenger's responsibility to be sure that he or she has obtained the appropriate cruise line or tour operator brochure which contains important information relating to the details, policies and procedures for the vacation.

Thank you for choosing Holiday Cruises & Tours